

Agreement between Sheraton Austin Hotel at the Capitol and Texas State Security Board

Customer

Texas State Security Board
Misty Smith

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Property

Sheraton Austin Hotel at the Capitol

Megan Hamilton
Senior Sales Manager

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RE: TX State Securities Board

This Agreement between Texas State Security Board ("Customer") and Sheraton Austin Hotel at the Capitol ("Hotel") is effective as of the date it is signed by Hotel ("Agreement Date").

Event Dates: 05-Sep-2017 to 09-Sep-2017

Guest Rooms: This Agreement applies to the following block of guest rooms (the "Room Block"):

	Wed, Sep 06, 2017	Thu, Sep 07, 2017	Total
Run of House	28	28	56
Attendees Room Block Total	28	28	56

Total Guest Room Night Commitment: Customer's total guest room night commitment is 56.

Cut-off Date: The "cut-off date" for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on 07-Aug-2017. After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Customer's total guest room night commitment and does not impact the "Attrition" or "Cancellation" provisions below.

Rates: Hotel will provide the confirmed guest room rates below for the Room Block (the "Rates"):

Attendees Room Block

Rooms	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	\$141	\$141	\$161	\$181

Rates do not include applicable state and local taxes, currently 15%.

Rates will be available 3 days prior and 3 days after the Event Dates indicated in the Room Block, subject to availability of guest rooms at the time of reservation.

Individual Call In: Your attendees will be responsible for making their own individual reservations. Please have them call our group reservations center at 1-888-627-8349. Your guests should reference the Texas State Securities Board Room Block.

StarGroups Website: Hotel will create a free customized website for Group's event or meeting through a product known as StarGroups. This customized website will allow attendees to book their hotel reservations online, and may also include personalized information about the event or meeting, including content, link to Group's website, and dining, entertainment and city information. This website will also allow you to access group reports which show the number of individuals that have booked guest rooms using the website. The website's unique URL will be distributed to Misty Smith, or to such other person designated by Group, for distribution to members and other attendees.

Early Departure Fee: An early departure fee of one (1) night's room and tax will apply if a Customer attendee checks out prior to the confirmed checkout date.

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Guest Room Revenue (# of room nights in Room Block x average Rate):	\$7,896
Total Minimum Revenue:	\$7,896



If Customer does not fulfill all of its commitments or cancels this Agreement, Customer agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

Attrition: Customer will meet its minimum revenue requirements under this Agreement if it fulfills its Minimum Food & Beverage Revenue commitment above and its Adjusted Minimum Guest Room Revenue commitment based on the attrition allowance below.

Adjusted Minimum Guest Room Revenue:	75% of \$7,896 = \$5,922
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This attrition allowance does not apply if Customer cancels the Agreement or does not hold the event at Hotel. If Customer holds its event at Hotel, but does not fulfill its Adjusted Minimum Guest Room Revenue commitment it will pay Guest Room Attrition Damages (plus all applicable taxes) as a reasonable estimate of Hotel's losses as follows:

Guest Room Attrition Damages = Adjusted Minimum Guest Room Revenue <i>minus</i> actual guest room revenue from Room Block
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If Customer does not fulfill its Minimum Food & Beverage Revenue commitment, it will pay the difference between its Minimum Food & Beverage Revenue commitment and its actual food & beverage revenue (plus all applicable taxes).

Cancellation: If Customer cancels this Agreement, Customer will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

From 60 days prior to date of arrival:	25% of Total Minimum Revenue = \$1,974
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The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

This contract is subject to termination or cancellation, without penalty to State Securities Board (SSB), either in whole or in part, subject to the availability of state funds. SSB is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If SSB becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render SSB's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or canceled and be deemed null and void.

Payment Options: Payment will be made as indicated below. *Please check applicable option.*

	Customer Pays	Guest Pays
Guest rooms (including taxes and automatic or mandatory charges):	X	
Incidental charges:		X

Master Account: Hotel will set up a "Master Account" for Customer for payment of charges under this Agreement. Customer must review all charges billed to the Master Account to ensure accurate billing.

Payment: Unless direct billing has been established, Customer will pay the estimated amount of the Master Account as shown on the deposit schedule. Customer will advise Hotel of its expected method of payment of the Master Account at least 30 days in advance of 05-Sep-2017. If Customer will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than 05-Sep-2017, and all Master Account charges will be charged to such credit card at departure. Any amounts not paid at departure will accrue interest at 1½% per month from the date of departure. Upon application and review by Hotel, Hotel may elect to extend direct billing privileges to Customer. If direct billing has been established, payment of all undisputed amounts is due within 30 days of Customer's receipt of invoice from Hotel, and if not paid within 30 days will accrue interest at 1½ % per month from date of departure. Customer must notify Hotel of any disputes within 5 business days of Customer's receipt of invoice from Hotel or disputes will be considered waived. If Hotel determines after establishing direct billing or a deposit schedule that Customer's credit status has changed negatively, Hotel may require payment of all estimated Master Account charges no later than 14 days before 05-Sep-2017.

Concessions: Hotel will provide the following concessions

Concession	Qty	Unit of Measure	Total Value
Complimentary guest room internet access for all guests registered in the group block	56	Per Night	\$725.20
Discounted self-parking at a rate of \$15 per vehicle per day	56	Per Night	\$1,232.00

Estimated retail value of offered concessions = \$1,957.2

[Signature]

[Signature]

Security: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Customer will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Customer to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Customer for additional charges. Except with respect to certain services (e.g., rigging services), Customer may use its own vendors for such services provided that Customer's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, Customer will inform Hotel of its decision to bring its own vendor at least 60 days prior to 05-Sep-2017, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to 05-Sep-2017.

Construction: Hotel will promptly notify Customer of any construction or remodeling to be performed in Hotel over the Event Dates other than routine maintenance and Hotel will use all commercially reasonable efforts to insure that any such occurrence will not materially interfere with Customer's use of Hotel. Should construction or remodeling be mutually determined by Customer and Hotel to materially interfere with Customer's event, Customer will have the right to terminate this Agreement without liability with written notice to Hotel as long as such notice is given within 30 days of Customer's receipt of notice of such construction or remodeling.

Shipping and Storage: Hotel does not have storage space for crates, pallets or large shipments. Any materials to be sent to Hotel may arrive no earlier than 3 days prior to 05-Sep-2017. A handling and storage fee of \$5 per box/item or \$1 per pound (plus all applicable dates) will be assessed. The mandatory handling and storage fee is retained by the Hotel and is not a tip, gratuity, or service charge for employees providing the handling services. Hotel will not be responsible for any loss or damage to materials set to Hotel prior to 05-Sep-2017.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager; and (6) credit to Room Block for any nights that guests are displaced.

Disclosure: Customer will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Customer will disclose to all Customer attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

Laws and Policies: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Customer will be responsible for providing its disabled members with auxiliary aids in connection with any Customer events or activities. Upon Customer's reasonable request, Hotel will cooperate with Customer to provide services on behalf of Customer's disabled attendees.

Smoke Free Policy: Hotel is a smoke free hotel. Restaurants on property that are not operated by Hotel may not participate in the smoke free policy. To protect the smoke free environment, Hotel will post a \$250 cleaning fee to the account of any guests who smoke in their guest room. To ensure the cooperation and comfort of Customer's attendees, Customer agrees to advise its attendees of the smoke free policy in writing.

Privacy: Customer will obtain all necessary rights and permissions prior to providing any personally identifiable information ("PII") to Hotel, including all rights and permissions required for Hotel, Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Starwood affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with Starwood's privacy statement (www.starwoodhotels.com/corporate/privacy_policy.html) and applicable law.

Confidential Information: Customer and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

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Dispute Resolution: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

Force Majeure: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

Notice: Any notice required or permitted by the terms of this Agreement must be in writing.

Assignment: Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

Severability: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.


Waiver: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Customer.

ACCEPTED AND AGREED TO:

Texas State Security Board

Sheraton Austin Hotel at the Capitol

By 
Misty Smith DEREK LAUTERTUNG

By 
Megan Hamilton
Senior Sales Manager

Date 12/1/16

Date 12/1/16

SPG PRO PROVISIONS

Award of Benefits: Certain benefits awarded through the Starwood Preferred Guest program ("SPG"), including Starpoints and eligible nights (collectively, "Benefits"), are available for business contracted through the sales and catering departments of participating Starwood hotels. Group acknowledges that such Benefits have been offered in connection with this Agreement, and Group consents to the awarding of Benefits to the individual(s) listed below (each a "Group Recipient"). Once Group has departed the Hotel's facilities and full payment is received by Hotel, Benefits will be awarded to the Group Recipients in accordance with the SPG terms and conditions http://www.starwoodhotels.com/preferredguest/legal/spg_terms.html (the "SPG T&Cs").

Member Name	Starwood Preferred Guest Membership Number
1.	
2.	
3.	

Each Group Recipient will earn (a) an amount of Starpoints based on (i) his or her status in SPG and (ii) the total amount of eligible event charges that are paid for the Event ("Event Charges") divided by the number of Group Recipients and (b) an amount of eligible nights based on the total number of guest rooms paid for under this Agreement ("Paid Rooms") divided by the number of Group Recipients, in each case, subject to the SPG T&Cs.

Limitations on Award of Benefits: Except for any attendees of the Event that pay for their own guest room, no individual other than a Group Recipient will be eligible to earn any Benefits for Event Charges or Paid Rooms. Group and Hotel must execute a written amendment to this Agreement to change any Group Recipient. Group acknowledges that each Group Recipient must be a member of SPG in good standing, must be employed by Group at the time the Benefits are awarded, and must be eligible to receive the Benefits under applicable laws, gift policies and incentive policies. Only three Group Recipients may receive Benefits. Any Benefits may be cancelled if (x) it is determined that any Group Recipient was not authorized by Group to receive, incorrectly received, or was ineligible to receive, the Benefits, (y) Hotel is no longer participating in SPG for any reason at the time of the Event or (z) SPG, or any applicable Benefit, is modified, cancelled or discontinued for any reason.